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Official Public Records

Tarrant County Texas

3/25/2011 3:22 PM

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Mary Louise Garcin

Mary Louise Garcia

PGS 2

\$20.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYOLR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

MARY LOUISE GARCIA TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICAL RECORD

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEA Chesapeake Operating, Inc.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

WHEREAS, JERRY WAYNE DURRANCE, HEREIN DEALING IN HIS SOLE AND SEPARATE PROPERTY, whose address is 4525 HUNTER ST., FORT WORTH, TX 76117 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated APRIL 2, 2008, unto DALE PROPERTY SERVICES, L.L.C., L.P. ("Lessee"), which is Instrument # D208200146 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional twelve (12) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to April 2, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 2nd day of April ____, 20<u>0\$</u>, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR: JERRY WANYE DURRANCE

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 22 nd day of March

COLBY KEITH PISTOCCO Notary Public, State of Texas My Commission Expires

January 11, 2014

2011, by Jerry Warne Durrance

COLBY KEITH PISTOCCO lotary Public, State of Texas My Commission Expires January 11, 2014